INOFFICI

0

0

e \sim W

BI

685582 TRUST DEED COOK COUNTY, ILLINOIS FILED FOR RECORD

Sidney M. Olson RECORDER OF DEEDS

基本

1982 DEC 22 PH 2: 54

26446799

446 799 26 CTTC 12

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS IN DENTURE, made December 21, 1982, between SUPERIOR PIPE SPECIALTIES CO. , herein referred to as "Mortgagor", and CHICAGO TITLE Illinois corporation organized under the laws of a corporation organized under the laws of 1111015 Increm referred to as Morgagor, and ChicAdo III E AND T. UST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, W &R AS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder on ideas of the Note, in the principal sum of Eight hundred thousand, eight hundred thirteen and 24/100 (\$800,813.24)

dated December 1, 1982, evidenced by one certain inst. I nent Note of the Mortgagor of even date herewith, made payable TO THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum in instalments as follows: One hundred sixty thousand one hundred twenty six and 64/100 (160,126.64) Dollars or more

on the 31st day of October 17.3 and 160,126.64 Dollars or more on the 31st day of October thereafter, to and acluding the 31st day of October 1986, with a final payment of the balance due on the 31st day of October 1986 with a final payment of the balance due on the 31st day of October 1987 with interest from the date thereof on the principal balance from time to time unpaid at the rate of n ne er annum; each of said instalments of principal bearing interest after maturity at the rate of fifteen per center annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then a "be "re of Carl S. Pedersen and John Makula, 100 Higgins Road, Park Ridge, I 11 to s 60068 in said City, NOW, THEREFORE, the Mortgagor to secure the payment of the sum of money and said interest in accordance with the terms, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following describ. Re Estate and By tilt dan and interest threats, situate, lying and being in the City Of Cicero COUTYO COOK AND STATE OF ILLINOIS, to wit:

LEGAL DESCRIPTION ATTACHED

NOTARY PUBLIC

1

which, with the property hereinaster described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues of profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with sall real estate and not secondarily), and all apparatus, equipment or articles mow or hereafter therein or thereton used to supply heat, gas, air conditionin, water hight, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window sh des, storm doors and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part if s for eas estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the mises by the mises of the store of the st

forth.

Three
This trust deed consists of two pages. The covenants, conditions and provisions appearing on pages. (the reverse side of the covenants) ed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns. In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed the Board of Directors of said corporation.

Said resolutions further provide that the note herein described may be President CR

CORPORATE STATE OF ILLINOIS County of Cook } ss.

Ramsey U.

OTARY

PUBLIC

ATTEST:

<u>Arliene Miller</u> Ι._ c in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Assistant Victorian of the Superior Pipe Specialties Co.

Assistant Secretary

and Gerald P. Sigal

Assistant Secretary

JANA C

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant—Vice President and Assistant—Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant-Secretary then and there acknowledged that said Assistant-Secretary, as distodian of the corporate seal of said Company, do said Company, do said Company, to said Company to said instrument as said Assistant-Secretary, as 2 of said Company, for the uses and purposes therein set forth.

e and voluntary act and as the free and voluntary act of sa GIVEN under my hand and Notarial Seal this 21st day of December

arliere m One Instalment Note with Interest in Addition to Payr

Page 1

AND MADE OF THE SERVICE OF THE SERVI

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Singe of this 1 rust Deeg):

1. Morragon shall (a) promptly repair, restore or rebuild any buildings or improvements now hereafter on the premises which may become changed or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien or expressly subordinated to the lien hereof; (c) pay when due any inchlendenses which may be secreted by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within 2 resumable those "any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

THE PARTY OF THE P

A. Borngage shall, (a) promptly spatus, restore or sential any natural processors are controlled to the control of the control

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access there; shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity (the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be objected to record this trust ded of exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case (t) so was gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exc cis ga any power herein given.

power artering tiven thatest expressly thougated by the terms neterol, nor be inbute for any acts or omissions interender, except in easy of 11 own gross megligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exc to 3 any power interests and the release his trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indeficience that all indebted and the required and the required interests of any except as true without inquiry. Where a release hereof to and so the required for any except as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may acc. "In expression in Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may acc." In expression in the description herein contained of the note and which purports to be executed on behalf of the corporation herein design, ed as the maker thereof; and where the release is requested of the note and which purports to be executed on behalf of the corporation herein design, ed as the maker thereof; and where the release is requested any note which may be presented and which purports to be executed on the note described contained of the note and which purports to be executed on behalf of the corporation herein described any note which may be presented and which purports to be executed on behalf of the corporation herein designated as maker thereof.

The property of the purports to be executed on behalf of the corporation herein designated as maker thereof.

The property is a property in the purports to be executed on behalf of the corporation herein designated as maker thereof.

The property is a property in the property in the property of the purports of the property of the property of the property of the property of the purports of

deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.		
IMPORTANT!		Identification No.
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST		CHICAGO TYTLE AND TRUST SOMPANY,
DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR		BY True Staves
RECORD.		Assistant Secretary Assistant Vice President
MAIL TO:		FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
		DESCRIBED PROPERTY HERE
* * <u> </u>		_
PLACE IN RECORDER'S OFFICE BOX NUMBER		

75

٠.

Page 3

18. Mortgagor shall not, without the prior written consent of the Holders of the Note, create, suffer or permit to be created or ill dagainst the premises any mortgage lien or other type of lien (whether voluntary or involuntary) superior or inferior to the type of lien of the Trust Deed. The Mortgagor may contest any claim arising from any work performed, material furnished, or obligation is curred by Mortgagor upon furnishing the Holders of the Note security and indemnification satisfactory to the Holders of the Note for the final payment and discharge thereof. In the event Mortgagor breaches the terms of this paragraph 18, the Holders of the Note may accolerate the maturity of this Note causing the full principal balance and accrued interest to be immediately due and payable. and payable.

19. Mortgagor shall not, without the written consent of the Holders of the Note (which consent shall be given by the Holders as provided in the Note), cal, transfer, convey or assign the title to all or any portion of the premises, or contract to do any of the foregoing. In the event Mortgagor breaches the terms of this paragraph 19, the Holders of the Note, may accelerate the maturity of this Note causing the full print; pal balance and accrued interest to be immediately due and payable. at pala.

26 446 799

685582

EXHIBIT A

DOOP TO

THE NORTH 122 FEET OF LOT 3 IN OWNER'S SUBDIVISION OF THE WEST QUARTER (EXCEPT THE WEST 33 FEET THEREOF) OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND 7:26 WEST 2 ACRES OF THE AST 3/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

A PIECE OR PARCEL OF LAND SITUATED IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE

13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, 295.52 FEET EAST OF THE WEST LINE OF SAID SECTION 27, AND CONTINUING EAST ALONG THE MORTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, 137.66 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, 137.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF SAID SECTION 27, 137.50 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF SECTION 27, AFORESAID; THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, AFORESAID; THE SOUTH ALONG SAID LAST MENTIONED LINE 356.88 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

A PARCEL OF LAND IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE OUTH WEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE PY 30 PRINCIPAL HERIDIAN DESCRIBED AS:

COMMEN ... AT A POINT IN THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUT WEST 1/4 OF THE SOUTH WEST 1/4 434.18 FEET EAST OF THE WEST LINE OF \$ 11D SELTION 27, AND CONTINUING THENCE EAST ALONG SAID NORTH LINE OF SAID "NORTH "SET 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 DISTANCE .F 1 5 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF \$11D SFTION 27, A DISTANCE OF 665.93 FEET TO THE SOUTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4; THENCE WEST ON SAID SOUT .' NE OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SCITION 27, A DISTANCE OF 665.93 FEET MORE OR LESS TO THE POINT OF BEGIN 1NG; A'' IN COOK COUNTY, ILLINOIS.

PARCEL D.

1075 1 AND 2 IN OWNER'S SUDJU-SION OF THE WEST 1/2 (EXCEPT THE WEST 33 FEET) OF THE NORTH WEST 1/4 JF 1 E SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE WEST 2 ACRES OF THE EAS 3/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/5 OF THE THIRD FRINCIPAL MEP JI'N, IN COOK COUNTY, ILLINOIS

A PIECE OR PARCEL OF LAND SITUATED IN THE FORT WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION . TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD FRIKCIPAL MERIDIAN, DESCRIEF .A. FOLLOWS, TO VIT: SOUTH WEST 1/4 OF THE HERITAGE AT A POINT IN THE NORTH LINE OF SAID NORTH WIST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, 196.52 PEST SOUTH WEST 1/4 OF SAID NORTH WEST 1/4 OF SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, 137.66 FEET; THENCE SOUTH FARA LD. 17TH THE REST LINE OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, AFORESAID, 632.93 FEET TO A POINT 33 FET AND HE SOUTH WEST 1/4 OF SECTION 27, AFORESAID, 162.93 FEET TO A POINT 33 FET NORTH WEST 1/4 OF SECTION 27, AFORESAID, THENCE WEST 1/4 OF SECTION 27, THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 27, AFORESAID, THENCE WEST 1/4 OF SECTION 27, THEN SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF

685582

END OF RECORDED DOCUMENT